

# SUBLEASE AGREEMENT

**SUBLEASE** made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_ (collectively "Tenant"), and \_\_\_\_\_ (collectively "Subtenant").

**Description of Premises and Term/Tenant's Personal Property.** Tenant does hereby let and lease to Subtenant the premises commonly known as \_\_\_\_\_ City of Ann Arbor, County of Washtenaw, State of Michigan, for the term beginning at 12:00 noon on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ending at 12:00 noon on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Subtenant agrees that Tenant may leave the following items of personal property on the premises: \_\_\_\_\_. Subtenant shall be liable to Tenant for any damage or loss to the above property caused by Subtenant's negligence.

**Lease Rate.** Subtenant hereby agrees to pay to tenant, as rent for the above described term, the total sum of \$\_\_\_\_\_, in periodic installments of \$\_\_\_\_\_ upon execution of the Sublease, \$\_\_\_\_\_ on \_\_\_\_\_ and \$\_\_\_\_\_ per month on the FIRST day of each month thereafter. Rent shall be paid in a single check or money order made out to \_\_\_\_\_, checks shall NOT be made payable to Landlord. If Subtenant fails to make any payment required hereunder, Subtenant agrees that Tenant may bring an action for non-payment or may assign that action to Landlord without notice to Subtenant. Subtenant shall be liable for all costs and attorney's fees and for any late fees owing to Landlord as a result of such failure to make timely payment, may charge a fee of \$\_\_\_\_\_ for each additional check tendered each month. Rent that is mailed shall not be considered paid until actually received.

**Security Deposit/Notices.** Subtenant shall pay to Tenant the sum of \$\_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ as Security Deposit. Tenant will hold this deposit through the term of the Sublease and return it less amounts withheld as permitted by law. The security Deposit shall be deposited at: Institution \_\_\_\_\_ address \_\_\_\_\_

**Utilities and Additional Appliances.** Effective on the start date of this Sublease, Subtenant agrees to place in his name and to pay the following utilities connected with the premises: ELECTRICITY, TELEPHONE, GAS, WATER, HEAT, television, internet service (strike any which do not apply), including any deposit required. Certain utilities, when cancelled by a resident are not shut off, but switched into Landlord's name. Therefore all Tenant and Subtenant agree that if any utilities are cancelled by Tenant they will be switched into Subtenant's name. Tenant and Subtenant shall be liable to Landlord for a \$20.00 per month processing fee for any utility bill switched into Landlord's name during the term of the Sublease.

**Joint and Several Obligations/Pronouns.** If said premises are sublet as a rental unit to more than one person as Subtenant, each of said personal is jointly and severally (individually) responsible for all of Subtenant's obligation in this Sublease. All pronouns used herein shall be construed to be the number and gender required b context.

**Original Lease.** Subtenant agrees to abide by the terms of the lease between Tenant and \_\_\_\_\_ ("Landlord") attached hereto and made a part of this Sublease Agreement. If the Original Lease is not attached, Subtenant indicates prior receipt of the Lease by initialing here: \_\_\_\_\_

**Notice/Landlord's Consent.** Landlord acknowledges receipt of this Sublease, signed by all of the parties and hereby consents to the sublease of the premises. It is agreed by all parties that all notices from the Landlord with respect to this residential tenancy shall be effective when addressed to the Tenant and Subtenant and mailed or delivered to the leased premises.

**Additional Security Deposit Information.** As required by Michigan law regarding use of security deposits, the Landlord will make use of inventory checklists at the beginning and ending of occupancy and will provide the Tenant with an inventory checklist when the Tenant assumes possession of the rental unit. Tenant will note the condition of the unit and its furnishings and return the form to the Landlord within 7 days. The Tenant is entitled to receive a copy of the last ending inventory checklist which shows what

claims were charged to the last prior tenant(s). Landlord may use the security deposit for: 1) actual damages that are the result of conduct not reasonably expected in the normal course of habitation of the dwelling; 2) past due rent and the rent due for premature termination of the Lease; and 3) utility bills not paid by Tenant. As required by Michigan law regarding use of security deposits, where there are charges against the security deposit, the Landlord will mail an itemized list of the damage charges and other costs to the Tenant within 30 days of the ending of occupancy along with a check or money order for the difference between these charges and the total amount of the deposit. The tenant must respond with 7 days of receipt of the itemized list to secure full rights. If agreement is not reached about the amount claimed the Landlord may begin court action within 45 days after the ending of occupancy and obtain a money judgment for the disputed amount before retaining any portion of it.

- If you have given the Security Deposit to a tenant who is subletting to you rather than the Landlord, you must give the notice of your forwarding address within 4 days to that tenant.

**Mediation.** All parties to this Sublease Agreement agree that The University of Michigan Mediation Service will act as mediator in any dispute involving University of Michigan students that may arise between the parties and that: 1) all parties will make a reasonable and good-faith effort to settle such disputes through mediation; b) any party to this Sublease may request mediation; c) mediators may enter and inspect the premises after notice to all parties and at reasonable times; d) monies may be placed in escrow with Mediation Services e) this provision does not preclude other legal rights of the parties.

**IN WITNESS WHEREOF**, the parties hereto agree that the Sublease is effective on the date first above written.

LANDLORD	Date: _____	TENANT (All persons listed must sign)	SUBTENANT (all persons listed must sign):
_____		_____	_____
LANDLORD ADDRESS:		_____	_____
_____		_____	_____
_____		_____	_____

NOTICE: Michigan law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

**You must notify your landlord in writing within 4 days after you move of a forwarding address where you can be reached and receive mail; otherwise, your landlord shall be relieved of sending you an itemized list of damages and the penalties inherent in that failure.**

Some things your landlord writes in the lease or says to you may not be correct representations of your rights. Also you may have rights and duties not mentioned in your lease. Such rights may include rights to repairs, rights to withhold rent to get repairs done, and rights to join a tenants union or to form your own union. Such duties may include the duty to pay rent due and the duty not to cause a serious health hazard or damage beyond reasonable wear and tear. Additionally some lease clauses may be subject to differing legal Interpretations. If you think that a clause In your lease or something your landlord says to you is unfair, you may contact your own lawyer, legal aid society, or tenants union lawyer for their opinions.

Upon the execution of this Lease, Tenant is entitled to receive a copy of the booklet provided by the City Clerk concerning the legal rights of tenants and a copy of Ordinance No. 7-06. By executing this Lease, Tenant acknowledges receipt of such a booklet and copy of Ordinance no. 7-06 prior to execution of the Lease.

**NOTICE: YOU HAVE THE RIGHT TO PRIVACY IN YOUR RENTAL HOME. CITY LAW ESTABLISHES GUIDELINES THAT THE OWNER AND HER/HIS AGENTS MUST FOLLOW BEFORE ENTERING YOUR HOME. YOU MAY INITIATE ADDITIONAL ENTRY RESTRICTIONS BY GIVING WRITTEN NOTICE TO YOUR LANDLORD. COPIES OF THESE GUIDELINES (HOUSING CODE 8:529) ARE AVAILABLE AT THE BUILDING DEPARTMENT, CITY HALL, 100 NORTH FIFTH AVE., ANN ARBOR, MICHIGAN.**